

183 P

STATE LAND DEPARTMENT
State of Arizona

RIGHT OF WAY
(DEFINITE)

R/W No. 4326

RIGHT-OF-WAY effective this 13th day of February, 1968, by
and between the State of Arizona, hereinafter called the Grantor, and
ROOSEVELT WATER CONSERVATION DISTRICT
of Higley, State of Arizona,
hereinafter called the Grantee.

WITNESSETH; Grantor grants to Grantee a Right-of-Way on, over, through and across
the State lands described on the supplement attached hereto and made a part hereof for the
purpose of and subject to the payments, terms, conditions, reservations and exceptions herein-
after set forth, to all of which the Grantee agrees.

TO HAVE AND TO HOLD the same for the period ending the 12th day of
February, 1978

The purpose of this Right-of-Way is the location, construction, operation and maintenance
of an irrigation lateral and maintenance roadway

Rental shall be payable in advance each year in such amount as determined to be due on
the basis of appraisals made from time to time by the State Land Commissioner.

The application for this Right-of-Way, together with all maps and attachments thereto,
are by this reference made a part hereof as if set forth in full herein.

06-MISO

140607

STATE OF ARIZONA
County of Maricopa

I hereby certify that the with-
in instrument was filed and re-
corded at request of

Roosevelt Water Conserv. Dist.
AG 21 68-15

in Docket 7232

on page 812-6814

Witness my hand and official
seal the day and year aforesaid.

Clifford H. Wood

County Recorder
By *Cherry Ong*
Deputy Recorder

1.00



P.O. Box 168 Higley Ariz

CONDITIONS

1. The Grantee shall not sublet or assign the Right-of-Way herein granted, or any part thereof, without the written consent of Grantor first obtained, nor shall Grantee grant any franchise, permit or other Right-of-Way on the lands described herein, or any part thereof.
2. The Grantee will not permit any loss, nor commit or cause any waste in, to or upon said land; nor cut or remove nor allow to be cut or removed any timber or standing trees that may be upon said land, save and except only such as may be necessary for the authorized use herein.
3. The Grantor excepts and reserves out of the grant hereby made, all oils, gases, coal, ores, limestone, minerals, fossils and fertilizers of every name and description that may be found in or upon the land herein described, or any part thereof.
4. The Grantor reserves the right to execute leases covering the land herein described for the purpose of agriculture, grazing, commercial, homesite and prospecting for, and the extraction of oil, gases, coal, ores, limestone, minerals, fossils and fertilizers.
5. The Grantor reserves the right to grant easements and Rights-of-Way over and across the lands described, so long as the same do not interfere with the proper use of this Right-of-Way.
6. The Grantor reserves the right to relinquish to the Federal Government the State's right or claim to any part of the land described herein, and thereupon this easement will be null and void insofar as it relates to the land the State has so relinquished.
7. If for any reason the State of Arizona does not have title to any of the land described herein, this easement shall be null and void insofar as it relates to the land to which the State has failed to receive title.
8. If the Grantee should fail to pay the rental when due, or fail to keep the covenants and agreements herein set forth, the State Land Commissioner, at his option, may cancel said easement or declare the same forfeited in the manner provided by law.
9. After any default has occurred, no structure, building or other equipment may be removed from the Right-of-Way without the written permission of the Grantor.
10. The State of Arizona shall be forever wholly absolved from any liability for damages which might result to the Grantee herein on account of this easement having been cancelled, forfeited, or terminated prior to the expiration of the full time for which it is issued.
11. Any lands included in this easement which are sold shall be subject to this easement, and rental shall be collected thereon until such time as the purchaser shall have completed his contract and secured patent to the land.
12. If the Grantee desires to place improvements on the land described herein, the approval of the State Land Commissioner must first be obtained.
13. The terms, conditions and covenants of this easement are subject to present laws relating to State lands, and the rights of both grantor and grantee hereunder are each and all subject to such modifications as may be consistent with such amendments, revisions or repeals of existing laws as may hereafter be made, and no provisions of this easement shall create any vested right in the Grantee herein.
14. The Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition or occupation of the land.

ASSIGNMENT OF EASEMENT

Phoenix, Arizona, _____

The application of _____ for permission to
assign Easement No. _____ and the application of _____ for
the assumption of said Easement, having been duly considered this _____ day of
_____, 19____ and without waiver of State rights which may exist against
the easement assigned, and with this consent not to be construed as initiating any new rights in
assignee of easement, consent is hereby given for the assignment applied for, and it is Ordered
that the said Easement No. _____, and all rights thereunder, be and are hereby transferred
to the said _____

State Land Commissioner

By _____
Deputy State Land Commissioner

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to the said _____

State Land Commissioner

By _____
Deputy State Land Commissioner